

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
x.ai, Inc.		05/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bizzabo Ltd.		
Street Address:	26 Amirim St.		
City:	Savyon		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5217043	AMY INGRAM	
Registration Number:	5208423	ANDREW INGRAM	
Registration Number:	5171511	X.AI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-728-7107		
Email:	trademarks@cooley.com		
Correspondent Name:	Shane Rumbaugh		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Shane Rumbaugh		
SIGNATURE:	/Shane Rumbaugh/		
DATE SIGNED:	06/01/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”), dated as of May 28, 2021, is made by and among x.ai, Inc., a Delaware corporation (“Seller”), and Bizzabo, Ltd., a private company incorporated under the laws of the State of Israel (“Buyer”). Seller and Buyer shall be referred to herein from time to time as the “Parties” and each, a “Party.” Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of May 28, 2021, by and among Seller and Buyer (the “Purchase Agreement”), Seller has agreed to transfer, assign, and deliver to Buyer the Purchased Assets and Buyer has agreed to purchase and acquire the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Seller, as applicable, hereby transfers and assigns to Buyer all unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing of Seller, including the U.S. trademark registrations and applications listed on Exhibit A hereto (the “Assigned Trademarks”).

2. Recordation and Further Actions.

a. Seller, as applicable, hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment Agreement upon request by Buyer.

b. Following the Closing, upon Buyer’s request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Further Assurances. Seller agrees to: (a) cooperate with Buyer in taking any action which Buyer reasonably requests to perfect or enforce Buyer’s rights hereunder, and (b) execute, when requested, any other documents reasonably requested by Buyer in connection therewith.

4. Terms of the Purchase Agreement. This Trademark Assignment Agreement is intended to evidence the consummation of the transfer and assignment by Seller to Buyer of the Assigned Trademarks, as contemplated by the Purchase Agreement and pursuant to the terms

thereof which are hereby incorporated by reference into this Trademark Assignment Agreement. Seller and Buyer, by their execution of this Trademark Assignment Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this Trademark Assignment Agreement. In the event of any inconsistencies or ambiguities between this Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Miscellaneous. This Trademark Assignment Agreement shall inure to the benefit of the Parties and their respective successors and assigns, and shall be binding upon and enforceable against the Parties and their respective successors and assigns. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Neither Buyer nor Seller intend that this Trademark Assignment Agreement shall benefit or be enforceable by any Person other than Buyer and Seller and their respective successors and permitted assigns.

6. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment Agreement by facsimile or scanned page (including .PDF) shall be as effective as delivery of a manually executed counterpart to this Trademark Assignment Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment Agreement as of the day and year first above written.

SELLER:

X.AI, INC.

By: Dennis Mortensen
Name: Dennis Mortensen
Title: Chief Executive Officer

BUYER:

BIZZABO, LTD.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment Agreement as of the day and year first above written.

SELLER:

X.AI, INC.

By: _____

Name:

Title:

BUYER:

BIZZABO, LTD.

By: Eran Ben-Shushan

Name: Eran Ben-Shushan

Title: Co-Founder and CEO

EXHIBIT A

ASSIGNED TRADEMARKS

Mark	Registration No.	Registration Date	Jurisdiction	Owner of Record
AMY INGRAM	5217043	June 6, 2017	United States	x.ai, Inc.
ANDREW INGRAM	5208423	May 23, 2017	United States	x.ai, Inc.
X.AI	5171511	March 28, 2017	United States	x.ai, Inc.